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space too may forbid much consideration of such vague things as tendencies. Yet one cannot but wish that attention were directed to the fact that the court in choosing the wide meaning of the term "liberty" did change its front. *Allgeyer v. Louisiana*, 165 U. S. 578. No mention is made of the latest phase of federal control of commerce, the Anti-Trust Act of 1890. And the *dicta* which led to so forcible a declaration—still *obiter*, it is true—in *Bram v. United States*, 168 U. S. 632, that an unwarrantably broad version of the Law of Confessions is a part of the Fifth Amendment, deserve at least to be noticed. J. G. P.

A SELECTION OF CASES ON THE LAW OF CONTRACTS. In two volumes. By William A. Keener. New York: Baker, Voorhis & Co., 1898. pp. xxv, 1830.

This collection of cases is concerned with developing the fundamental principles involved in the formation, performance, and discharge of simple contracts and contracts under seal. The reputation of the editor in the field of Quasi-Contracts leads one to expect a high standard of excellence in this collection; and, upon the whole, that anticipation hardly fails to be realized.

In regard to his selection of cases, it is true, the editor found the authority well sifted by Langdell's and Williston's Cases. But he always shows sound judgment in adding the later cases. His policy of printing the cases in full throughout cannot be too much commended. Chapter I—Formation of Contract—while most successful as a whole furnishes perhaps most opportunity to differ from the editor's judgments. The cases under Section I (a)—intention to contract—and (b)—effect of mistake—are new to case books and of fundamental importance. p. 1, p. 7. But under Section II—consideration—the selection is sometimes indiscriminating. Two notable exceptions to this criticism are *Jameison v. Renwick*, 12 Vict. L. R. 124, and *Bagge v. Slade*, 3 Bulstrode 162. The criticism, however, applies to (d)—performance of a contract obligation as consideration—where *Chichester v. Cobb*, 14 L. T. Rep. 433, which completes a most interesting trilogy of cases, with *Shadwell v. Shadwell*, 30 L. J. C. P. 145, and *Scotson v. Pegg*, 6 H. & N. 295, is not found; *Day v. Gardner*, 42 N. J. Eq. 199, might well replace the unintelligent case of *Myrick v. Giddings*, 1 Mack. (D. C.) 394. However, the two concluding cases of the subsection are very late and of first importance. *Abbott v. Doane*, 163 Mass. 433; *Arrand v. Smith*, 151 N. Y. 502. Again in a related section—beneficiary—the failure to include *The Trustees v. Anderson*, 30 N. J. Eq. 366, and *Crowell v. The Hospital*, 27 N. J. Eq. 650, in a connection with *Gifford v. Corrigan*, 117 N. Y. 257, is unfortunate. p. 769.

The compiler's arrangement is unquestionably the strongest element in the collection. This praise applies not only to the general plan and the arrangement and subdivision of the chapters, but to the logical sequence of the cases, which defers to its proper subordination the chronological arrangement. A flaw in the work of subdivision appears in the treatment of the surrender of right as consideration; that subsection is much overburdened. p. 393. The annotations are infrequent, although the references which are indispensable—essential statutes, alternative reports, omitted citations, and the like—are invariably to be found. The further editorial work consists in some few excerpts from treatises and maga-

zine articles and certain well advised extracts from other related cases. But following the principal cases there are no citations of cases *accord* and *contra* and there is no editorial discussion of the authority. This is to be regretted. Doubtless the editor can find sanction for these omissions; but the other policy is now more often found to characterize a case book of the highest order.

B. W.

SELECTED CASES ON THE LAW OF PROPERTY IN LAND. Edited by William A. Finch. New York: Baker, Voorhis, & Co. 1898. pp. xxiv, 1151.

To give the student some idea of the growth of the law, to make him more ready to feel its tendencies and to solve its new problems—all this is no part of Mr. Finch's purpose in the present volume. Presumably he has left it to the instruction accompanying the study. His sole aim seems to be to show what are the prevailing rules of the law of property in America to-day. His method is to make a comprehensive scheme of the law, dividing and subdividing it into a multitude of minor topics which, speaking roughly, include all that is usually given in a course on real property in one of our law schools. These sub-topics are treated as units, a group of cases—or more often a single case—shows the generally accepted rule of law in regard to each of them, constant cross-references show its relation to the rest of the subject. The cases selected are always modern, to the point, and illustrative—though not leading. The requirements of space which cut the collection down to a single volume forced the compiler always to leave out the pleadings and the statements of fact—yet these are the data of the legal problems. To the student of this volume the law of property must appear only a succession of fairly definite rules that stand ready to be applied to every need. No notes guide him to further research, his cases give him no idea of the conflict of authorities, he must rely solely on the acumen and judgment of the compiler. The book points constantly to a complete knowledge of the law rather than a thorough understanding of it.

But granting these limitations—which the compiler clearly understood—the work seems well done. The careful and exhaustive subdivision which is the most distinctive characteristic of the book is usually admirable. Leading seldom to confusion, it is often, particularly as to the law of fixtures, original and helpful. The student of the book may not gain a grip of legal principles; he will surely have a sound guide for actual litigation.

J. P. C., JR.

FORMS OF PLEADING. Prepared with especial reference to the codes of procedure of the various states and adapted to the present practice in many common law states. By Austin Abbott. Completed for publication after his decease by Carlos C. Alden. In two volumes. Vol. I. New York: Baker, Voorhis, & Co. 1898. pp. xxxiii, 803.

The old muzzle-loading precedents of the common law pleading have lost their value in the eyes of the active American practitioner. The model which is to be of service to him in constructing his own pleadings must be dominated by the "New Procedure" under which he is working. And this work of Mr. Abbott's—if one can judge by the first volume only—will give him a series of just such models. He will have a collec-